

5935

February 3, 2010

2011 SEP 15 PM 1:44

NSD/CES/REGISTRATION
UNIT

Ms. Lou Rena Hammond
Lou Hammond & Associates
39 E. 51st Street
New York, NY. 10022
USA

Dear Ms. Hammond:

This letter shall serve as the Agreement (hereinafter referred to as "Agreement") made on 3rd of February, 2010 between the Bermuda Department of Tourism, acting on behalf of the Government of Bermuda, whose principal place of business is situated at 675 Third Avenue, 20th Floor, New York, NY 10017 (hereinafter referred to as "BDOT") and Lou Hammond & Associates, Inc., (hereinafter referred to as "LH&A"), for the provision of Public Relations Services (hereinafter referred to as "Services") for the period of April 1, 2010 to March 31, 2012. BDOT and LH&A may also be referred to as "Party" or together as "Parties" from time to time in this agreement.

1 The Services

- 1.1 LH&A shall develop and execute Public Relations Services to include, but not limited to the management of a 24 hour-a-day News Bureau; Press Kit Development and Dissemination; Press Releases; Media Mailing and Contact Lists; Computer Addendum; Computerized Editorial Calendar; Media Interviews; Group Press Trips; Individual Press Trips; Non-sponsored Visitor Outreach Programme Photo and Videotape File Management; Marketing Support; Partner Outreach and all other Public Relations Services, as set out in Exhibit A;
- 1.2 LH&A shall be responsible for the effective, efficient and professional delivery of all Services either by itself or any affiliates or associates which LH&A may engage as subcontractors.

2 Staffing and Supervision

[Signature]
LH&A Initials

Lou Hammond & Associates Inc Agreement 2010

Page 1 of 17

BDOT Initials *[Signature]*



- 2.1 LH&A shall secure at their own expense all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with BDOT. All of the Services required hereunder shall be performed by LH&A or under their supervision, and all personnel engaged in the work shall be fully qualified to perform such Services;
- 2.2 BDOT shall be responsible for obtaining all work permits as required by the laws and regulations of the Government of Bermuda for the performance of duties and responsibilities in accordance with this Agreement in the Islands of Bermuda;
- 2.3 During the continuance of this Agreement LH&A shall unless prevented by unavoidable circumstances diligently and faithfully use their best endeavours with all appropriate skill and ability in carrying out and performing the Services for the Government upon but not limited by the terms and conditions contained in this Agreement.

3 Operating Procedures

- 3.1 LH&A will obtain BDOT's written approval before making commitments of Services. If occasional circumstances necessitate that advance approvals be oral, LH&A will obtain subsequent written confirmations as promptly as practicable; and,
- 3.2 It is understood that BDOT reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event BDOT notifies LH&A that BDOT wishes to do so, LH&A will take steps as promptly as practicable to give effect to BDOT's instructions. In connection with any such action, BDOT agrees to pay LH&A according to the terms of this Agreement for any work done, including any Agreements and commitments LH&A is unable to cancel, and to reimburse LH&A for any cancellation penalties incurred.

4 Compensation and Payment Schedule

- 4.1 BDOT agrees to provide LH&A with a budget not to exceed Eight Hundred and Fifty thousand dollars (\$850,000) as outlined in Exhibit A. This budget represents BDOT's compensation and other costs paid to LH&A to be expended on behalf of BDOT.
 - 4.1.1 As part of the above mentioned budget, BDOT shall pay LH&A for the performance of its Services by a Public Relation Service Fee, of Five hundred and four thousand dollars (\$504,000), which will be billed in arrears by twelve monthly instalments of Forty two thousand Four Hundred and Sixteen dollars (\$42,000). Invoices for the fee will be


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Lou Hammond & Associates, Inc. Agreement 2010

Page 2 of 17

BDOT Initials 

rendered on the first day of each month and shall become payable net thirty (30) days after the receipt of the invoice; and

4.1.2 In addition, BDOT shall reimburse LH&A's Expenses for all activities listed in Exhibit A. This Expense shall not exceed an amount of Three Hundred and Forty Six Thousand dollars (\$346,000) incurred on behalf of BDOT.

- 4.2 Expenses shall become payable on a monthly basis upon receipt of vouchers or other evidence supporting the payment or incurrence of such expenses;
- 4.3 Expenses shall include staff travel, press trips, (airfare, lodging, meals, ground transportation, and miscellaneous expenses) clipping service, printing, word processing photocopying, postage, taxis, long distance calls and messenger services. A detailed list of the expenses shall be approved by BDOT in advance;
- 4.4 Claims for payment of out of pocket expenses shall be made monthly in arrears and shall be accompanied by the appropriate vouchers, receipts or other evidence supporting the payment or incurrence of such expenses;
- 4.5 BDOT agrees to pay all invoices within thirty (30) days after the receipt of the invoice unless disputed in writing;
- 4.6 All dollar amounts stated in this Agreement are in United States Dollars. All payments made pursuant to this Agreement shall be paid in United States Dollars;
- 4.7 BDOT shall not be responsible for any payments over and above that stated in section 4.1 unless otherwise agreed to in advance by both Parties;
- 4.8 All payments and fees made to the LH&A under this Agreement shall be made payable by wire transfer to Lou Hammond & Associates, Inc.; and
- 4.9 BDOT acknowledges and agrees to all payment set forth under Section 4 and its subsections and that failure to pay shall be deemed a material breach of this Agreement.

5 Tax

- 5.1 LH&A shall provide proof of its registration with the Tax Commissioner to determine their liability for payroll taxes in accordance with the Payroll Tax Act 1995 and Social Insurance, if any.

6 Term, Termination and Renewal


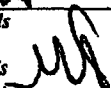
LH&A Initials

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Lou Hammond & Associates, Inc. Agreement 2010

Page 3 of 17

- 6.1 This Agreement will take effect on April 1, 2010 or the date of full execution by both Parties and will continue until March 31, 2011 with the option to renew or until all obligations under this Agreement have been satisfied, unless terminated earlier pursuant to the terms and conditions hereof;
- 6.2 Without prejudice to any other rights or remedies that either Party may have, either Party may terminate this Agreement by providing ninety (90) days prior written notice to the other;
- 6.3 Either Party hereto may terminate this Agreement if:
- 6.3.1 The other Party fails to observe or perform any provision of this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof has been given to the Party in breach;
- 6.3.2 If either Party breach any provision of this Agreement in any respect and such breach continues for a period of thirty (30) days. Neither Party shall be liable to the other for any loss, damage or expense claimed or suffered by either which is not the result of the other Party's breach;
- 6.3.3 If either Party shall (i) make an assignment for the benefit of a creditor; (ii) be adjudicated bankrupt, (iii) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code, as amended or any successor or other federal or state insolvency law ("Bankruptcy Law"); (iv) have filed against it an involuntary petition in bankruptcy, which petition is not discharged within thirty (30) days; or (v) apply for or permit the appointment of a receiver or trustee for its assets or (vi) be deemed to be unable to pay its debts;
- 6.3.4 If either Party, being a firm or partnership, (i) is dissolved or in any case, (ii) commits any act of bankruptcy or has a receiving order made against it or (iii) makes or negotiates for any composition or arrangement with or assignment for the benefit of its creditors;
- 6.3.5 Any of the representations or warranties made in this Agreement shall prove to be untrue or inaccurate in any material respect;
- 6.3.6 The performance of either Party's obligation shall expose LH&A or BDOT its parent, subsidiaries and affiliated companies, and their respective directors, officers, employees, agents, successors and assigns, to civil or criminal proceedings of any kind.
- 6.4 Upon the event of termination of this Agreement notwithstanding the foregoing, the Parties further agree that under this Section;


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6.4.1 LH&A shall immediately refund BDOT a mutually agreed amount of the **Public Relations Service Fees** paid by BDOT and any money that has been paid by BDOT towards **Expenses** that have not been committed to being paid to a third Party pursuant to a legally binding Agreement; and

6.4.2 BDOT shall immediately reimburse LH&A for any money that LH&A has paid for **Expenses** pursuant to a legally binding Agreement that have not been otherwise reimbursed to LH&A;

6.4.3 BDOT shall not look to any of LH&A affiliated companies for any reimbursement of money if that money has been already used or committed to being used, pursuant to a legally binding Agreement, to pay for the Services provided hereunder by LH&A or third Party;

6.4.4 Upon payment by BDOT of all indebtedness due to LH&A, LH&A will within seven (7) days after termination, ship or deliver to BDOT (or if BDOT prefers, to any successor agency), at BDOT's expense, all materials belonging to BDOT that are in the possession or control of LH&A;

6.4.5 LH&A will within seven (7) days after termination, transfer to BDOT, and BDOT will accept, all rights and obligations under existing Agreements or commitments entered into by LH&A (whether as principal or agent) on behalf of BDOT and with its approval, except that any non-transferable Agreement or commitment will be carried to completion by LH&A, and paid for in accordance with the terms of this Agreement by BDOT, unless some other mutually-acceptable approach is agreed to in writing.

6.5 The respective rights and responsibilities of BDOT and LH&A will continue in force during the notice period, including the ordering and billing by LH&A of space and time in media and the receipt by LH&A of any fees earned (regardless of whether the advertising runs during or after the notice period or whether it is created or placed by LH&A or someone else). Termination of LH&A appointment will be effective at the end of the notice period.

7 Indemnification

7.1 LH&A shall indemnify, defend and hold harmless BDOT from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of arbitration/suit, arising out of any alleged or actual breach by LH&A of this Agreement or the material breach of any warranty or representation made by LH&A or any act or omission by LH&A in the performance of this Agreement or fulfilling the purposes hereof;

7.2 Notwithstanding anything to the contrary contained herein, LH&A shall not under any circumstances be liable for consequential, incidental, punitive, special,

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exemplary or indirect damages, or lost profits in connection with claims by any Party, regardless of the form of the action, or whether in Agreement or tort; and

- 7.3 Each Party shall give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. At the option of the Party from which indemnification is requested, said Party may assume the defence of any such claim or litigation, in which event the Party requesting indemnification shall cooperate fully in the defence thereof. If the Party from which indemnification is requested assumes the handling, settlement or defence of any such claim or litigation, said Party's obligation with respect thereto shall be limited to holding the Party requesting indemnification harmless from any judgment paid on account of such claim or litigation, or any settlement which is made or approved in connection therewith by the Party from which indemnification is requested.

8 Representations & Warranties

- 8.1 BDOT represents and warrants to LH&A that:

8.1.1 It has the full right and legal authority to enter into and fully perform its obligations and duties under this Agreement in accordance with the terms and conditions hereunder without violating the rights of any third Party. It has not and will not at any time during the Term of this Agreement enter into any Agreement or commitment with any third Party that will prevent or interfere with the full and complete performance of its obligations hereunder, or with LH&A's full exercise and enjoyment of its rights hereunder;

8.1.2 It shall be fully responsible for making all required payments set forth in this Agreement in a timely manner, and that its failure to do so shall constitute a material breach of this Agreement;

8.1.3 The execution, delivery and performance of this Agreement does not conflict or result in the breach or termination of any provision of or constitute a default under any Agreement or other undertaking binding on BDOT;

8.1.4 No suit, action or arbitration or legal, administrative or other proceeding is pending against BDOT that shall affect the validity or enforceability of this Agreement or the ability of either Party to fulfil its obligations under this Agreement; and

8.1.5 That it will facilitate communications and relationships with the necessary representatives from the governmental community, including without limitation, assisting LH&A in securing the necessary work permits.

- 8.2 LH&A represents and warrants to BDOT that;


LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2010

Page 6 of 17

BDOT Initials 

8.2.1 It has the full right and legal authority to enter into and fully perform its obligations and duties under this Agreement in accordance with the terms and conditions hereunder without violating the rights of any third Party;

8.2.2 It has not and will not at any time during the Term of this Agreement enter into any Agreement or commitment with any third Party that will prevent or interfere with the full and complete performance of its obligations hereunder, or with BDOT's full exercise and enjoyment of its rights hereunder;

8.2.3 During the term of this Agreement it will not engage or be interested either directly or indirectly in providing for a county, state or province services of a kind provided for in this Agreement to any other beach destinations located within the Caribbean islands, Mexico and the Eastern Continental U.S.

9 Miscellaneous

- 9.1 LH&A shall obtain all necessary releases, licenses, permits or other authorizations to use photographs, copyright materials, art work or any other proprietary or rights belonging to third Parties obtained by LH&A for use in performing Services for BDOT;
- 9.2 LH&A shall perform all Services hereunder as an Independent Contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the Parties hereto or any of their affiliates or subsidiaries, or to provide either Party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other Party;
- 9.3 LH&A agrees that any work prepared by LH&A under this Agreement shall be considered "work for hire" unless otherwise specified. BDOT shall have ownership of all materials, written documents, website designs, data, content, images, templates and ideas embodied therein resulting from the service provided by LH&A under this Agreement; and
- 9.4 LH&A shall not talk or correspond with the media or politicians of Bermuda without the express written permission of BDOT.

10 Insurance

- 10.1 During the Term of this Agreement, LH&A shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by BDOT which shall name BDOT as additional insured. Expense of premium will be deemed to be a normal operating expense. It is agreed that BDOT and the


LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2010

Page 7 of 17

BDOT Initials 

Accountant General's Office will review the policy or policies to ensure that the terms and conditions satisfy the requirements under this Agreement. Copies of said policies should be sent to the attention of William Griffith, Director of Tourism, 43 Global House, Church Street, Hamilton HM12, Bermuda; and

- 10.2 LH&A shall prior to the commencement of the Agreement or during the Term and thereafter upon any renewal of the Agreement supply the Accountant General with copies of all insurance policies, cover notes, premium receipts and other documents as necessary.

11 Ownership and Confidentiality

- 11.1 The Parties hereto agree to maintain in confidentiality and not disclose to anyone (except either Party's authorized agents and legal and financial representatives) the terms and conditions of this Agreement except to the extent that proposed disclosure of any specific terms or conditions hereof by either Party is authorized in advance by the other Party;
- 11.2 To the extent permitted by each Party, it is further agreed that the transference of any documents and other materials (including magnetic tapes, disks or other storage media) embodying any confidential information from one Party to the other Party and/or developed in accordance with the terms of this Agreement shall be the sole property of BDOT;
- 11.3 LH&A assigns to BDOT the entire copyright throughout the world and all other rights of a like nature subsisting or conferred in respect of any report prepared by LH&A and delivered to BDOT pursuant to this Agreement and the ownership of the same shall vest in BDOT;
- 11.4 Each Party shall protect all such confidential information from unauthorized disclosure with the same degree of care, but no less than reasonable care, as the owning Party uses to protect its own confidential and proprietary business information;
- 11.5 LH&A agrees not to talk or correspond with the local media, politicians or fraternity concerning its services provided hereunder or the terms and conditions of this Agreement without the express written permission of BDOT;
- 11.6 LH&A further agrees that all employees working for LH&A agree, as a condition of employment with LH&A, to respect and maintain the confidentiality of materials connected with this Agreement. All data submitted relating to the BDOT study shall be completely confidential and shall not be used in conjunction with any other Assignments;


LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2010

Page 8 of 17

BDOT Initials 

- 11.7 LH&A agrees that all materials / information collected and reports produced shall remain the sole property of the BDOT;
- 11.8 LH&A acknowledges its responsibility both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by LH&A for and on behalf of BDOT or disclosed by BDOT to LH&A. No copies of the data or report will be made or distributed to any Party other than BDOT;
- 11.9 LH&A obligations as set forth in this paragraph shall not extend to any information or data in the public domain other than by breach of this Agreement on the part of LH&A, rightfully received from a third Party without any obligation of confidentiality, rightfully known to LH&A without any limitation on use or disclosure prior to its receipt from BDOT, or generally made available to third Parties by BDOT without restriction of disclosure;
- 11.10 LH&A will safeguard BDOT materials in its possession, and will be financially responsible for their loss, damage or destruction, where such loss, damage or destruction is due to LH&A's negligence; and
- 11.11 LH&A shall assign to BDOT the entire copyright throughout the world and all other rights of a like nature subsisting or conferred in respect of any report prepared by LH&A and delivered to BDOT pursuant to this Agreement and the ownership of the same shall vest in BDOT.

12 Records and Audits

- 12.1 LH&A shall keep full, accurate and detailed records of all expenditure and liabilities incurred for the period of the Agreement; and
- 12.2 The Government of Bermuda and its authorized representatives shall have the right to inspect and audit the books, payrolls, accounts and records of LH&A and make transcripts there from, during regular office hours or at mutually agreed times, with respect to any matter related to this Agreement.

13 Severability

- 13.1 If any provision of this Agreement should be held to be invalid in any way or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and such invalid, illegal or unenforceable term or provision shall be deemed modified to the limited extent required to permit its enforcement in a manner closely approximating the intention of the Parties as expressed herein.


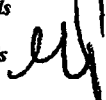
14 Dispute Resolution

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LH&A Initials
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BDOT Initials

- 14.1 Any grievance arising out of or in connection with this Agreement shall be referred to mediation and the parties hereto agree first to try in good faith to settle the dispute by mediation before resorting to arbitration.
- 14.2 The Mediator shall be appointed by agreement between the parties or, in default of agreement, appointed by the Bermuda Branch of the Chartered Institute of Arbitrators, London, UK, or the Bermuda Bar Association in that order of priority. The Mediator shall determine the procedure and the rules for the mediation.
- 14.3 Any grievance arising out of or in connection with this Agreement not resolved in the mediation process shall be referred to and determined by a sole arbitrator unless specific performance is being sought by one of the parties. The parties shall endeavour to appoint a single arbitrator by agreement failing which the appointment provisions of the Arbitration Act 1986 shall apply and the decision of the arbitrator shall be final and binding upon the parties hereto. The arbitrator shall determine the procedure and the rules for the arbitration.

15 Force Majeure

- 15.1 Notwithstanding any other provision of this Agreement, no default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the Party charged with such responsibility and renders such Party's performance hereunder impossible or that renders either Party unable to fully perform as required hereunder including, but not limited to causes such as fire, casualty, strikes, lock-outs, or other labour disputes, riots, civil disturbances, actions or inaction of Government authorities, epidemics, wars, (whether nuclear, biological, chemical or not), hostilities (whether war be declared or not) terrorist incidents, embargoes, storms, floods, fires, earthquakes, hurricanes acts of God, or a public enemy, computer downtime or the default of a common carrier and the Minister of Tourism shall in his/her absolute discretion determine what is a "cause beyond the reasonable control" of the Party concerned and in the public interest (hereinafter called the "Force Majeure Event");
- 15.2 If either Party is prevented from performing any of its Services under this Agreement due to the Force Majeure Event lasting for a period in excess of seven (7) days, either Party may terminate this Agreement and shall notify the other Party of the fact in writing within ten (10) days of termination hereunder;
- 15.3 If the Agreement is terminated in this way, LH&A shall refund a mutually agreed upon amount of consideration paid by BDOT pursuant to the terms of this


LH&A Initials
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Agreement which BDOT has already paid for any unperformed Services under this Agreement;

- 15.4 Notwithstanding the foregoing, the Parties further agree that in the event of termination under this Section, BDOT shall not look to LH&A or any of its affiliated companies for any reimbursement of money if that money has been already used or committed to being used, pursuant to legally binding Agreement, to pay for the services provided hereunder by LH&A or a third Party; and
- 15.5 The Parties agree that the "Term, Renewal and Termination" clause referred to in the above hereof shall apply in the event of Force Majeure.

16 Retention/Security



- 16.1 BDOT shall have the right to retain the final payment for a period of up to ninety (90) days following delivery of final service or the date of termination of this Agreement, whichever is later - such period being allowed to ascertain whether or not full compliance with the terms of this Agreement has been achieved.

17 Waiver

- 17.1 No waiver by either Party whether express or implied of any provision of this Agreement or of any breach or default of either Party shall constitute a continuing waiver or a waiver of any other provision of this Agreement unless made in writing and signed by the Party against whom the waiver would otherwise be enforced;

18 Notices

- 18.1 Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered mail (postage prepaid and return receipt requested) or overnight delivery to the address as set forth below, unless notification of a change of address is given in writing. Notice may be sent by confirmed facsimile transmission, or by electronic mail (but a hard copy must also be mailed), and shall be deemed to have been received by the addressee within seven (7) days of posting or twenty-four (24) hours if sent by facsimile transmission, or by electronic mail, to the correct facsimile number or electronic mail number of the addressee. Notice shall be deemed given when mailed and faxed to the following:


LH&A Initials
BDOT Initials 

If to BDOT:

C. Ann Shutte
Director of Global Operations
Bermuda Department of Tourism
675 Third Avenue, 20th Floor
New York, NY 10017
Email: ashutte@bermudatourism.com
Fax: (212) 983-5289

If to LH&A:

Lou Rena Hammond
Chairman and Founder
Lou Hammond & Associates, Inc.
39 East 51st Street
New York, NY. 10022
Email: lha@lhammond.com
Fax: 212-891-0200

19 Change of Address

19.1 Each of the Parties shall give notice to the other of the changes or acquisition of any address or telephone or similar number at the earliest opportunity, but in any event within forty-eight (48) hours of such change or acquisition.

20 Non-assignment

20.1 This Agreement and any of the rights, interests or obligations hereunder cannot be assigned by the LH&A or LH&A's subcontractors, subsidiaries, divisions, affiliates or other related entities without the consent of BDOT. Any assignment under this provision shall not relieve the assignor of its obligations under this Agreement.

22 Entire Agreement

22.1 This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof, and supersedes and replaces all Agreements, arrangements and understandings relating to the subject matter hereof, whether reduced to writing or not, that may have preceded this Agreement.

22 Governing Law

22.1 This Agreement shall be governed by and construed in accordance with the law for the time being of Bermuda;

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Lou Hammond & Associates, Inc. Agreement 2010

Page 12 of 17

23 Titles and Paragraph Headings

23.1 Title and paragraph headings contained in this Agreement are for convenient reference and do not constitute part of this Agreement;

24 Relationship of the Parties

24.1 Nothing herein shall be construed to create a joint venture or partnership by or between LH&A and BDOT so as to make either Party hereto an agent or partner of the other. Neither Party shall become liable or bound by any representation, act, omission or Agreement of the other, which is contrary to the provisions of this Agreement.

25 Amendments

25.1 No amendment or modification of this Agreement or any provision of this Agreement shall be effective unless in writing and signed by both Parties.

26 Assignment of Responsibilities

26.1 LH&A shall provide for an Account Executive who will liaise with the officer assigned by BDOT with responsibility for the execution of the terms of this Agreement;

26.2 BDOT shall assign the Manager of Communications, with responsibility for the management of this Agreement on its behalf;

27 Survival

27.1 The following provisions of 7 (Indemnification), 8 (Representations & Warranties) and 11 (Ownership and Confidentiality), shall survive the expiration or earlier termination of this Agreement.

28 Default in Performance

28.1 The Director of Tourism may investigate each case where LH&A appears to have failed to perform the services in accordance with the provisions of this Agreement;


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Lou Hammond & Associates, Inc. Agreement 2010

Page 13 of 17

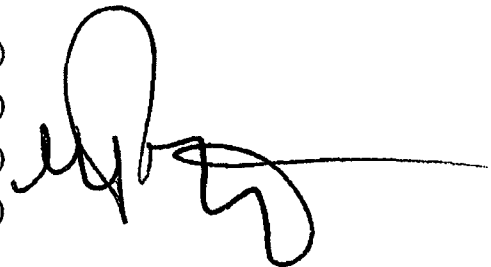
BDOT Initials 

28.2 Where the Director of Tourism is satisfied that in any particular case the LH&A has failed to perform the services completely in accordance with the provisions of this Agreement, she shall be entitled to instruct LH&A to remedy the failure in order to comply fully with this Agreement within such reasonable period as the Director of Tourism may determine.

IN WITNESS WHEREOF, BDOT and LH&A have executed this Agreement on the

31st day of May, 2010.

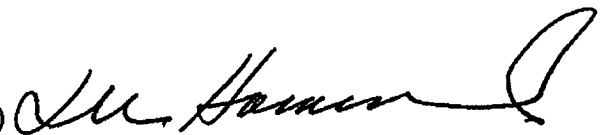

Signed by William Griffith,
Director of Tourism
on behalf of the Government
of Bermuda in the presence of:

)
)
)
) 

Witness Name:

Witness Address:

Signed by Lou Rena Hammond
Chairman and Founder
on behalf of
Lou Hammond & Associates, Inc.
in the presence of:

) 
)
)
)
) 

Witness Name: Cristina Necca

Witness Address: 149-34 12 Avenue
Whitestone, NY 11357


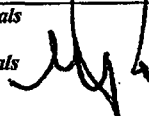

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EXHIBIT A

PUBLIC RELATIONS SERVICES/ACTIVITIES

Item #	Budget Line Item	Name of Program	Annual Program Cost (Out of Pocket)	Staffing/estimated hours (based on 3,150 total account hours)
Public Relations Service Fee				
1	Agency Fee	<ul style="list-style-type: none"> Management/Execution of all activities 	\$425,000	Founder/Chairman Executive VP Director, Florida Senior AS Account Supervisor Account Executive Account Coordinator
Expenses for Activities				
2	News Bureau	<ul style="list-style-type: none"> Proactive Media Pitching Press Releases Interviews/Desksides Media Kits Social Outreach Editorial Calendars Hot Tips Long Distance Phone/Fed- Ex 	\$6,000	Founder/Chairman Executive VP Director, Florida Senior AS Account Supervisor Account Executive Account Coordinator 1,000 hours annually
3	Media Fam Trips	<ul style="list-style-type: none"> Group Visits Individual Visits 	\$50,000	Executive VP Director, Florida Senior AS Account Supervisor Account Executive Account Coordinator 750 hours annually
4	Staff Travel	<ul style="list-style-type: none"> On-Island Meetings Regional Events/Media Tours Airfare/expenses 	\$15,000	Founder/Chairman Executive VP Senior AS Account Supervisor Account Executive 150 hours annually
5	Clipping Service	<ul style="list-style-type: none"> Media Monitoring and Analysis, including Print, Broadcast, Web and Social ROI Reporting 	\$15,000	Account Executive Account Coordinator 200 hours annually
6	PR Stunts/Guerrilla	<ul style="list-style-type: none"> Street Teams Mobile Brand Displays 	\$50,000	Executive VP Director, Florida Senior AS

LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2010

Page 15 of 17

BDOT Initials

		<ul style="list-style-type: none"> • Colleateral 		Account Supervisor Account Executive Account Coordinator 175 hours annually
7	Media Events	<ul style="list-style-type: none"> • NY National Event • Regional Events 	\$50,000	Founder/Chairman Executive VP Director, Florida Senior AS Account Supervisor Account Executive Account Coordinator 175 hours annually
8	B-roll Video	<ul style="list-style-type: none"> • New Shooting as Needed 	\$10,000	Executive VP Account Supervisor Account Executive 25 hours annually
9	Photography	<ul style="list-style-type: none"> • New Shooting as Needed 	\$10,000	Executive VP Account Supervisor Account Executive 25 hours annually
10	Broadcast Initiatives	<ul style="list-style-type: none"> • Satellite Media Tours • Video News Releases • Network Show Remote Production Costs 	\$130,000	Executive VP Director, Florida Senior AS Account Supervisor Account Executive Account Coordinator 325 hours annually
11	Promotional Partnership	<ul style="list-style-type: none"> • Prize Trips • Promotional Events 	\$15,000	Executive VP Director, Florida Senior AS Account Supervisor Account Executive Account Coordinator 325 hours annually
12	Contingency	<ul style="list-style-type: none"> • 	\$74,000	

EXHIBIT B

LH&A Initials

Lou Hammond & Associates, Inc. Agreement 2010

Page 16 of 17

BDOT Initials

BUDGET AND FINANCIAL ARRANGEMENTS

1. BDOT shall pay retainer fees monthly in advance.
2. All LH&A out of pocket expenses in excess of \$500 must be submitted for advance BDOT approval.
3. Approved expenses for LH&A shall be billed one month in arrears with detailed back-up and receipts.
4. Retainer contracts shall be subject to termination with 90 days' notice by either party.
5. LH&A shall work from a 'blended hourly rate' of \$160 per hour (if asked to provide an hourly rate). Based on the budget of \$504,000 fee for the contractual 12 month period, this equates to LH&A assigning 3,150 total hours to the scope of work under the Agreement. On a monthly basis this equates to 262.5 hours for a \$42,000 fee, inclusive of United States and Canada representation.
6. LH&A shall budget \$351,000 for day-to-day out-of-pocket expenses with a contingency fund of \$145,000 to be applied as needed for special opportunities that may arise in the course of the program.


LH&A Initials


BDOT Initials